

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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K.T., individually and as parent and natural
guardian of her infant children John Doe and
Jane Doe

v.

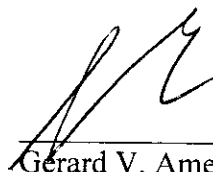
Civil Docket #: 1:22-cv-00230-TJM-CFH

Board of Education of Queensbury
Union Free School District, Queensbury
Union Free School District,
Superintendent Kyle Gannon, in his
individual and official capacity, **Assistant**
Superintendent Amy Georgeadis, in her
individual and official capacity, **Assistant**
Superintendent Denise Troelstra, in her
individual and official capacity, **Kenneth**
Bee, in his individual and official capacity,
Monique Agans, in her individual and
official capacity, and **Michael Brannigan**,
in his individual and official capacity.

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NOW COMES, John Doe and Jane Doe., infants under the age of 18 years, by his mother and
natural guardian K.T., Individually, and their attorney, Gerard V. Amedio, Esq., moves this
Court for an Order compromising and settling this action,. This Petition is based upon all prior
proceedings had herein and the affidavit of K.T and counsel attached hereto.

Dated: September /5th, 2023

Yours etc.,



Gerard V. Amedio, Esq.
The Law Offices of Gerard V. Amedio, P.C.
340 Broadway, Suite 11
Saratoga Springs, NY 12866
(518) 583-4123

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

-----X
K.T., *individually and as parent and natural guardian of her infant children John Doe and Jane Doe*

v.

Civil Docket #: 1:22-cv-00230-TJM-CFH

Board of Education of Queensbury Union Free School District, Queensbury Union Free School District, Superintendent Kyle Gannon, *in his individual and official capacity*, **Assistant Superintendent Amy Georgeadis**, *in her individual and official capacity*, **Assistant Superintendent Denise Troelstra**, *in her individual and official capacity*, **Kenneth Bee**, *in his individual and official capacity*, **Monique Agans**, *in her individual and official capacity*, and **Michael Brannigan**, *in his individual and official capacity*.

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STATE OF NEW YORK)
)
COUNTY OF SARATOGA) . : ss


I, K.T., being more than 18 years of age and duly sworn, hereby deposes and says under penalty of perjury that the following is true to the best of my knowledge, information and belief:

1. I am the mother and natural guardian to John Doe and Jane Doe., the infants named herein, said infants having been born on 9/13/10 and 9/13/10. I make this affidavit in support of the within Order to Show Cause seeking to compromise the within action on behalf of the infants John Doe and Jane Doe.

2. That I alleged on or about October of 2020, I notified the school district that my son was being bullied on the school bus.
3. That I further alleged between October 2020 and January 2021, there were incidents of further bullying and sexual harassment.
4. That I alleged on or about January 29, 2021, while riding on the school bus for the Queensbury School, my children were sexually harassed and bullied by other students. I alleged that the bus driver and school district were previously notified of the countless acts of sexual harassment and bullying on the bus and failed to address the situation and protect my children.
5. My attorney has informed me that the Insurance Company has offered \$125,000.00 minus attorney's fees of \$40,000.00 (32 percent).
6. That in light of the fact that my children were in intensive therapy with Glens Falls Pediatrics located at 1 Lawrence St., Glens Falls, NY 12801 for a year and a half. That they also received treatment through Parsons Northern Rivers treatment center for about one year. I have agreed that this matter should be compromised for the aforementioned amount. Furthermore, I do not want my children to have to testify at any proceeding as I believe it could cause further harm to them.

WHEREFORE, I respectfully request that this Court permit the petitioners to compromise this matter in the amount of amount of \$125,000.00 (One Hundred and Twenty-Five thousand dollars) minus attorney's fees of \$40,000 (32 percent) with \$35,000.00 being distributed to my former attorney Ryan Finn, Esq. and \$5,000.00 to my current attorney, Gerard V. Amedio, Esq.

Dated this 14 day of September, 2023



K.T.

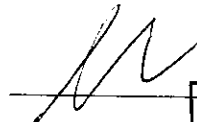
State of New York)

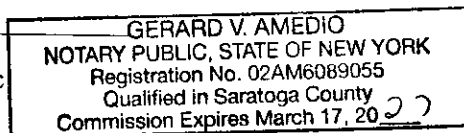
County of Saratoga)ss:

On the 19 day of September in the year of 2023, before me, the undersigned, personally appeared K.T. personally known to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon which behalf of which the individuals acted, executed the instrument.

Sworn to before me this

19 day of September, 2023.


Notary Public



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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K.T., individually and as parent and natural
guardian of her infant children **John Doe** and
Jane Doe

v.

ATTORNEY AFFIDAVIT

Civil Docket #: 1:22-cv-00230-TJM-CFH

**Board of Education of Queensbury Union
Free School District, Queensbury Union
Free School District, Superintendent Kyle
Gannon**, in his individual and official
capacity, **Assistant Superintendent Amy
Georgeadis**, in her individual and official
capacity, **Assistant Superintendent Denise
Troelstra**, in her individual and official
capacity, **Kenneth Bee**, in his individual
and official capacity, **Monique Agans**, in
her individual and official capacity, and
Michael Brannigan, in his individual and
official capacity.

-----X

I, Gerard V. Amedio, Esq., an attorney duly licensed to practice law in the state of New York affirm under the penalty of perjury that the following is true to the best of my knowledge, except as to those items asserted upon information and belief and as to those items I believe them to be true:

1. I am the attorney for John Doe and Jane Doe, infants under the age of 18 years, by his mother and natural guardian K.T. Individually.
2. That on or about October of 2020, K.T. alleged that she notified the school district that my son was being bullied on the school bus.
3. That between October 2020 and January 2021, K.T. further alleged there were incidents of further bullying and sexual harassment.

4. That K.T. alleged on or about January 29, 2021, while riding on the school bus for the Queensbury School, her children were sexually harassed and bullied by other students. The bus driver and school district were previously notified of the countless acts of sexual harassment and bullying on the bus and failed to address the situation and protect her children.
5. That the Insurance Company has offered a settlement in the amount of \$125,000.00 minus attorney's fees of \$40,000.00 (32 percent), with \$35,000.00 being disbursed to K.T.'s former attorney Ryan Finn, Esq., and \$5,000.00 to attorney Gerard V. Amedio, Esq.
6. That the children were in intensive therapy with Glens Falls Pediatrics located at 1 Lawrence St., Glens Falls, NY 12801 for a year and a half. That they also received treatment through Parsons Northern Rivers treatment center for about one year.
7. That it is believed that John Doe and Jane Doe could face further harm if having to testify about the incident at any Court proceeding.

WHEREFORE, I respectfully request that this Court permit the petitioners to compromise this matter in the amount of \$125,000.00 minus \$40,000 (32 percent), with \$35,000.00 being disbursed to Ryan Finn, Esq. and \$5,000.00 to Gerard V. Amedio, Esq..

Dated this 15 day of September, 2023



Gerard V. Amedio, Esq.
The Law Offices of Gerard V. Amedio
340 Broadway, Suite 11
Saratoga Springs, NY 12866
(518) 583-4123

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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K.T., *individually and as parent and natural guardian of her infant children John Doe and Jane Doe*

ORDER

v.

Civil Docket #: 1:22-cv-00230-TJM-CFH

Board of Education of Queensbury Union Free School District, Queensbury Union Free School District, Superintendent Kyle Gannon, *in his individual and official capacity*, **Assistant Superintendent Amy Georgeadis**, *in her individual and official capacity*, **Assistant Superintendent Denise Troelstra**, *in her individual and official capacity*, **Kenneth Bee**, *in his individual and official capacity*, **Monique Agans**, *in her individual and official capacity*, and **Michael Brannigan**, *in his individual and official capacity*

-----X

Upon reading and filing the annexed Petition and Affirmation of Gerard V. Amedio, Esq., and the affirmation of K.T., parent and natural guardian of John Doe and Jane Doe, infants under the age of Eighteen (18) years, sworn to on the 31st day of August, 2023 showing that infant John Doe, was born on 9/13/2010, and infant Jane Doe was born on 9/13/2010 for the approval of this Court if the settlement of the above entitled action, and John Doe and Jane Doe, the infant plaintiffs herein, K.T. the parent and natural guardian, and Gerard V. Amedio, Esq. the attorney making this application, having appeared before me and having been examined, and it appearing that acceptance of the sum of \$125,000.00 paid by the defendants insurance carrier, and less the amount of \$40,000.00 (32 percent) for attorney's fees, of which \$35,000.00 will be payable to Ryan Finn, Esq., and \$5,000.00 payable to current attorney Gerard V. Amedio, Esq. is the fair and reasonable value of the services rendered by Ryan Finn and Gerard V. Amedio and said sum payable to Gerard V. Amedio, Esq., and Ryan Finn, Esq. with the remainder of \$85,000.00 being

granted to John Doe and Jane Doe, in settlement of this claim of said infant would be in the best interests of said infant, it is:

On Motion of Gerard V. Amedio, Esq., attorney for the Plaintiff

ORDERED, that the said natural guardian be and hereby authorized and empowered to settle and compromise the above-entitled cause of action on behalf of the infant plaintiff for the sum of \$125,000.00 and it is further;

ORDERED, that out of the sum of \$125,000.00 paid by the respondent, that amount of \$40,000.00 (32 percent) for attorney's fees, which Ryan Finn will receive \$35,000.00 and Gerard V. Amedio, Esq. will receive \$5,000.00 for legal services rendered and it is further;

ORDERED, that the balance of the sum of \$85,000.00 to be paid to and received by K.T. JOINTLY with the Glens Falls National Bank , to be held in for John Doe and Jane Doe. Said funds shall be initially deposited in the above Bank account in the name of K.T., as trustee and held for the sole use and benefit of the infants in an account paying the HIGHEST RATE OF INTEREST AVAILABLE, and may subsequently be managed pursuant to the terms of CPLR 1210(d)., and it is further;

ORDERED, that the aforesaid time deposit or certificate of deposit account shall be continuously renewed upon maturity at the highest interest then available, except that the date of maturity shall not extend beyond the infant plaintiff's eighteenth birthday, and when no such time deposit or certificate of deposit account is available, the accumulated funds shall then be placed in the bank's insured money market account, and it is further;

ORDERED, that K.T. can withdraw from any of the aforesaid bank accounts, including any insured money market account, for the infant plaintiff's education, school activities, extracurricular activities, health and welfare, and it is further;

ORDERED, that the conditions upon compliance with the terms of this Order, the said guardian parent be and hereby authorized and empowered to execute and deliver a general release and any other instrument necessary to effectuate the settlement herein, and that the filing of a bond is hereby waived.

Enter,

Hon. Thomas J. McAvoy

Senior U.S. District Judge

Dated this _____ day of _____, 2023